

BWW#: 190459

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

IN RE:

Case No. 14-14753-RGM

DENNELL E. HINES  
KAREN ANN HINES AKA KAREN A. BLAKENEY

Debtors

Chapter 7

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WELLS FARGO BANK, N.A.

Movant

vs.

DENNELL E. HINES  
KAREN ANN HINES AKA KAREN A. BLAKENEY

Debtors/Respondents

and

DONALD F. KING

Trustee/Respondent

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**MOTION FOR RELIEF FROM AUTOMATIC STAY**

COMES NOW, Wells Fargo Bank, N.A. (the "Movant"), by and through counsel, Jason Michael Floyd and BWW Law Group, LLC and respectfully represents as follows:

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157.
2. Movant is a mortgage lender.
3. On or about December 23, 2014, Karen Blakeney aka Karen Ann Hines aka Karen A. Blakeney and Dennell Hines aka Dennell E. Hines (the "Debtors") filed a voluntary petition for relief in this Court under Chapter 7 of the United States Bankruptcy Code.
4. Donald F. King is the Trustee of the Debtors' bankruptcy estate.
5. At the time of the initiation of the bankruptcy proceedings, the Debtors owned a parcel of real estate located in Prince William County, Virginia, and improved by a residence known as 16630 Reservoir Loop, Dumfries, VA 22026 (the "Property").
6. The Property is encumbered by a Deed of Trust dated April 18, 2008, securing the Movant, and recorded among the land records of the jurisdiction in which all or part of the Property lies (the "Deed of Trust"). (A copy of the Deed of Trust is attached hereto and filed as Exhibit "1").

7. The Deed of Trust secures payment of a promissory note in the original principal amount of \$312,400.00 now payable to Movant (the "Note"). (A copy of the Note is attached hereto and filed as Exhibit "2").

8. Effective on or about December 01, 2013, the terms of the Note and Deed of Trust were modified in accordance with the terms of a loan modification agreement (the "Loan Modification Agreement"). Pursuant to the terms of the Loan Modification Agreement, the principal balance due on the Note was modified to \$270,439.55, and the interest rate and monthly principal and interest payment amounts were adjusted. (A copy of the Loan Modification Agreement is attached hereto and filed as Exhibit "3").

9. The Debtors are in default under the terms of the Note, Loan Modification Agreement, and Deed of Trust. The Movant has accelerated the entire balance of the Note and Deed of Trust, and interest continues to accrue on a daily basis.

10. As of March 11, 2015, the amount due to the Movant under the terms of the Note, as modified by the Loan Modification Agreement, through March 11, 2015 is approximately \$260,295.44, plus per diem interest and other advances made by the Movant (i.e., taxes, insurance). (A Total Debt Worksheet is attached hereto and filed as Exhibit "4").

11. As of March 11, 2015, the Debtors are contractually due and owing for the November 01, 2014 payment and all payments thereafter. Debtors have failed to make 5 monthly payments, minus credit for funds in suspense, for a total arrearage of \$7,610.79.

12. The Property is not necessary for an effective reorganization by the Debtors.

13. The Movant lacks adequate protection of its interest in the Property. The Movant has been and continues to be irreparably injured by the stay of 11 U.S.C. §362(a) of the Bankruptcy Code which prevents Movant from enforcing its rights under the Note, Loan Modification Agreement, and Deed of Trust. Cause exists for lifting the automatic stay imposed by 11 U.S.C. §362(a) of the Bankruptcy Code, to enable the Movant to enforce its rights under the terms of the Note, Loan Modification Agreement, and Deed of Trust.

WHEREFORE, the Movant prays that this Court:

1. Enter an order, pursuant to 11 U.S.C. §362(d), lifting the automatic stay imposed by 11 U.S.C. §362(a) of the Bankruptcy Code, to enable Movant to enforce the lien of its Deed of Trust encumbering the Property, and to exercise all of the rights and remedies available to Movant pursuant to applicable state law and the terms of the Deed of Trust and Note; and
2. Grant such other and further relief as necessary.

Dated: March 17, 2015

Respectfully Submitted,  
BWW Law Group, LLC

/s/ Jason Michael Floyd  
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*Attorney for the Movant*

**CERTIFICATE OF SERVICE**

I certify that on this 17th day of March, 2015, the following person(s) were or will be served a copy of the foregoing Motion for Relief from Automatic Stay via the CM/ECF system or by first class mail, postage prepaid:

Donald F. King, Trustee  
1775 Wiehle Avenue, Suite 400  
Reston, VA 20190

Thomas M. Curtis, Esq.  
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Alexandria, VA 22310

Karen Blakeney aka Karen Ann Hines aka Karen A. Blakeney  
16630 Reservoir Loop  
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/s/ Jason Michael Floyd  
Jason Michael Floyd